

. The claim of the plaintiff against the defendants as per the suit is Rs.33 lacs towards principal and including interest claim is Rs.42,37,500/= as on the date of the filing of the suit. The defendants were served as per the affidavit of service. Writ of summons was sought to be served upon the defendants by RPAD. All the envelopes have been returned to the plaintiff with

the remarks "refused". Those envelopes have been filed along with the affidavit of service. This is therefore sufficient service.

. So far as the claim of the plaintiff is concerned. He has filed documents as per the list, as per which there is a loan agreement between the plaintiff and the defendants and personal guarantee agreement between the plaintiff and the defendant No.1, who is Director of the Defendant No.2. The loan has been paid to the defendants by cheques, particulars of which are there as per ledger account of the plaintiff. Then defendants in their statement submitted to the Registrar of Companies, as per the particulars given on page No.86 under the caption "Unsecured Loans", the loan payable to Heenaben M. Shah - the plaintiff is shown as Rs.35,19,592/=. Thereafter there is an acknowledgment dated 21.7.2003 on page 53. I have given all these necessary particulars because the claim is huge. In view of this, the suit stands decreed as prayed for with 10% future interest from the date of the suit till realisation and costs. Refund of court fees, as per the Rules. Decree be drawn up accordingly. Certified copy expedited.
